



*a bill read
24 Feb. 1747
in Lords*

Enacted 20 Geo. II Private

*An ACT to empower Anne Colmore, Widow, Acts, c. 16
and her Assigns, during the Life of Thomas
Colmore, Merchant, to make Building-Leases
of Lands, in and near Birmingham in the
County of Warwick.*



Whereas by Indentures of Lease and Release, bearing Date respectively, the Fifteenth and Sixteenth Days of January One thousand Seven hundred and Twenty-two, the Release being Quinquartite, and made, or mentioned to be made, between William Colmore, of the Borough of Warwick, Esquire, and Elizabeth his Wife, of the First Part; Thomas Colmore, of London, Merchant, eldest Son of the said William Colmore, by the said Elizabeth his Wife, of the Second Part; William Somervile, of Edston in the said County of Warwick, Esquire, and John Knightly alias Whitwick, of Offchurch in the said County, Esquire, of the Third Part; the Honourable Robert Digby, of Coleshill in the said County, Esquire, and William Peyto, of Chesterton in the said County, Esquire, of the Fourth Part; and Robert Meese, of New-Inn in the County of Middlesex, Gentleman, of the Fifth Part; the said William Colmore and Thomas Colmore, for the settling, conveying, and assuring the Manor, Messuages, Farms, Lands, Tenements and Hereditaments therein after-mentioned, so that the same might continue in the Family and Blood of the said William Colmore, in such manner as is therein after-mentioned; and for Ten Shillings apiece therein mentioned to be paid to them by the said William Somervile and John Knightly alias Whitwick; did grant, release, and convey unto the said William Somervile, and John Knightly alias Whitwick, and their Heirs (amongst other Lands and Hereditaments therein mentioned and described), all that Farm commonly called or known by the Name of Colborne-Fields, theretofore in the Tenure of George Hartlett, his Assignee or Under-tenants; and also all those Four Pieces of inclosed or Pasture-Grounds, with the Appurtenances, being Part of the aforesaid Colborne-Fields, formerly in the

Tenure of one *John Wigger*, and afterwards of one *George Baylis*, his Assignee or Under-tenant; and also all those Three Pieces or Parcels of Pasture-Ground, lying together, being also Part of the *Colborne-Fields* aforesaid, theretofore in the Tenure of *Abraham Spooner*, his Assignee or Under-tenants; and all that Close of Pasture or inclosed Ground, situate, lying and being in *Colborne-Field Ring*, formerly in the Tenure or Occupation of one *James Baker*, and then late of one *Elizabeth Baylis*, Widow, her Assignee or Under-tenant; and also all that Close, or inclosed Ground, commonly called or known by the Name of *Bell's-Barn Close*, theretofore in the Tenure or Occupation of one *Robert Baylis*, his Assignee or Under-tenant, and then of *Peter Baylis* and *John Baylis*, or one of them, their or one of their Assignee or Under-tenants; and also all those Two Closes, Leasows, or Pasture-grounds, theretofore in the Tenure or Occupation of one *Richard Wright*, his Assignee or Under-tenants; and also all that One Close of Pasture or inclosed Ground, commonly called or known by the Name of the *Paradise*, and then in the Possession of *Robert Grove*; and also all those Two Closes of Pasture or inclosed Ground, commonly called or known by the Name of *Bingasses*, theretofore in the Tenure or Occupation of one *Zachary Waldern*, his Assignee or Under-tenant, and then of the said *Robert Grove*; and also all that Piece or Parcel of inclosed Land, theretofore in the Tenure or Occupation of one *John Lewis*; and also all those Pieces of inclosed Ground, commonly called or known by the Name of *Pagett's Land*, theretofore in the Tenure or Occupation of one *Edward Ashford*, his Assignee or Under-tenants; and also all those Six Pieces or Parcels of inclosed Land, then lately in the Tenure of one *Matthew Powell*, and afterwards of the said *Edward Ashford*, his Assignee or Under-tenant; and all that Farm or Farm-Grounds, commonly called or known by the Name of *Bourne-Brooke Farm*, theretofore in the Tenure of one *John Smith*, his Assignees or Under-tenants, and then of one *Stephen Newton*, his Assignee or Under-tenant; and also all that Farm, or Farm-Grounds, commonly called or known by the Name of *Hey-Barns*, with a Barn thereupon standing, theretofore divided into Six Closes or Parcels of Ground (be the same more or less), and theretofore in the Tenure or Occupation of one *Samuel Smith*, his Assignee or Under-tenant, and then in the Possession of the Widow *Turner* and *Smith*, or one of them; and also all those Two Grounds called the *Nether-Slades*, and the Moors thereunto adjoining, then divided into Three Parts, theretofore in the Tenure or Occupation of one *Ambrose Ley* the elder, his Assignee or Under-tenant, and then in the Possession of the said Widow *Turner* and *Smith*, their Assignee or Assigns; and also all those several Parcels of Land, Meadows, and Pasture, commonly called or known by the Name or Names of *Great Rowfells* and the *Little Rowfells*, and theretofore in the several Tenures of *Francis Levitt* and *Richard Banner*, their Assignees or Under-tenants, and then in the Possession of *Smallwood*, his Under-tenants or Assigns; and also all that Close, or inclosed Ground, commonly called or known by the Name of *Carres-Close*, theretofore in the Tenure or Occupation of *Roger Vaughton*, or his Assigns; and also all that Barn and Croft, situate and being in the *New Street* in *Birmingham* in the said County of *Warwick*, theretofore in the Tenure of one *Edward Cranke*, his Assignee or Under-tenant, upon which several Messuages or Tenements had been since erected and built; and also all those Two Closes or Parcels of Land, as they were then divided, called *Wolmore-Lane Closes*, theretofore in the Possession of *John Banner*, his Assignee or Under-tenant; and also all that Farm, or Farm-Grounds, Parcel of *Hey-Barns*, being theretofore divided into Three Parts, and being formerly in the Possession of *Rowland Cotterell* and *Richard Bellamy*, their or one of their Assigns or Under-tenants, and then in the Tenure or Occupation of *Stokes*; and also all those Grounds commonly called or known by the Name of *Tanter-Butts* or *Tanter-Fields*, theretofore in the several Tenures or Occupations of *Thomas Fairfax*, *Thomas Greaves*, and *John Hunt*, or one of them, their or one of their Assignees or Under-tenants, and then in the Possession of the



the said *Stephen Newton*; and also all that Piece or Parcel of Pasture-Land, commonly called or known by the Name of the *Cunigree-Stile Close*, theretofore in the Tenure or Occupation of the said *Roger Vaughton*, his Assignee or Under-tenant; and also all those several Pieces or Parcels of inclosed Arable and Pasture Land, theretofore in the Tenure or Occupation of *Colborne*, his Assigns or Under-tenants, which said Farms, together with the several inclosed Arable Land, Meadow and Pasture-Grounds herein before-mentioned, are all situate, lying and being within the aforesaid Parish of *Birmingham* in the said County of *Warwick*; and all and singular Houses, Outhouses, Edifices, Barns, Buildings, Stables, Orchards, Gardens, Yards, Lands, Tenements and Hereditaments, to the aforesaid Farms, Lands, and Premises, belonging or appertaining, or to or with the same usually demised, used, letten, occupied, or enjoyed, or accepted, deemed, reputed, adjudged, taken or known as Part, Parcel or Member of them, or any of them, or as to them, or any of them, belonging or appertaining; and also all that Messuage, Hall, House or Tenement, with the Appurtenances, called or known by the Name of *New-Hall*; and all those Grounds called the *Hall-Grounds*, now divided into Two Parts, and the *Nether Bingesse*; and all those Three Pieces of Land, on the Right Hand, the Way going to the Hall, shooting to the Pool; and all those Closes called *Harpers-Hill*, the Two Sheepcoat Leasows, the Two Pool Leasows, and the Meadow, the little hollow Meadow, theretofore in the Possession of *George Palmer*, Esquire, *Robert Baylis*, *Joseph Cowper*, and *Edward Bromley*, their or any of their Assigns or Under-tenants, and then in the Tenure or Occupation of *Edward Hare*, *Robert Grove*, *Holloway*, *Edward Bromley*, and *Porter*, or some or one of them, situate, lying and being in the aforesaid Parish of *Birmingham*; and also the Manor and Lordship, or reputed Manor and Lordship, and Demesne-Lands of *Humfreston* alias *Humfreston* in the County of *Salop*, and divers other Lands and Hereditaments in the said County of *Salop*, therein particularly mentioned and described, To hold to them the said *William Somerville* and *John Knightley* alias *Whitwick*, and their Heirs, to the several Uses therein after-mentioned; that is to say, as to, for, and concerning all that the aforesaid Farm called *Colborne-Fields*, theretofore in the Possession of the said *George Hartlett*; and the said Four Pieces of inclosed Ground, Part of the said *Colborne Fields*, theretofore in the Possession of the said *George Baylis*; and the said Three Parcels of Pasture, Parcel likewise of the said *Colborne-Fields*, theretofore in the Possession of the said *Abraham Spooner*; and the said Close of Pasture in *Colborne-Field Ring* aforesaid, theretofore in the Possession of the said *Elizabeth Baylis*, Widow; and the said Close of Ground called *Bells-Barn Close*, in the Possession of the said *Peter Baylis* and *John Baylis*; and the said Two Leasows, theretofore in the Possession of the said *Richard Wright*; and the said Close of Pasture called the *Paradise*, in the Possession of the said *Robert Grove*; and the said Two Closes of Pasture called the *Bingesses*, theretofore in the Possession of the said *Zachary Waldern*, and then of the said *Robert Grove*; and the said Parcel of inclosed Lands, theretofore in the Possession of the said *John Lewis*; and the said Pieces of inclosed Grounds called *Pagetts-Lands*, theretofore in the Possession of the said *Edward Ashford*; and the said Six Pieces of inclosed Land, theretofore likewise in the Possession of the said *Edward Ashford*; and the said several Pieces of Land, Meadow, and Pasture, called *Great Rowsells*, and the *Little Rowsells*, theretofore in the several Tenures of the said *Francis Levitt* and *Richard Banner*, and then of the said *Smallwood*, or his Assigns, in the Parish of *Birmingham* aforesaid, in the said County of *Warwick*; and also as to Part of the said Premises in the Parish of *Snitfield* alias *Snitterfield* in the said County of *Warwick*; and the Manor of *Humfrenston* alias *Humfreston* aforesaid; and other the Lands and Hereditaments in the said County of *Salop*, therein mentioned and described; To the Use of the said *William Colmore*, for his Life, without Impeachment of Waste, and with free Liberty to commit Waste; and, after his Decease, to the Use of the said *Elizabeth*, the Wife of the said *William*

William Colmore, for her Life, in full for her Dower; and, after the Decease of the said *Elizabeth Colmore*, to the Use of the said *Thomas Colmore*, for his Life, without Impeachment of Waste, and with free Liberty to commit Waste; Remainder to the Use of the said *William Somervile* and *John Knightley*, alias *Whitwick*, and their Heirs, in Trust, to preserve the contingent Remainders; and, after the Decease of the said *Thomas Colmore*, to the Use of the First and every other Son of the said *Thomas Colmore*, successively, in Tail Male; Remainder to the Use of *Charles Colmore*, Second Son of the said *William Colmore*, for his Life, without Impeachment of Waste, and with free Liberty to commit Waste; Remainder to the Use of the said *William Somervile* and *John Knightley*, alias *Whitwick*, and their Heirs, during the Life of the said *Charles Colmore*, in Trust, to preserve the contingent Remainders; and, after the Decease of the said *Charles Colmore*, to the Use of the First, and every other Son of the said *Charles Colmore*, successively, in Tail Male; Remainder to the Use of *George Colmore*, Third Son of the said *William Colmore*, for his Life, without Impeachment of Waste, and with free Liberty to commit Waste; Remainder to the said Trustees, and their Heirs, during the Life of the said *George Colmore*, in Trust, to preserve the contingent Remainders; and, after the Decease of the said *George Colmore*, to the Use of the First, and every other Son of the said *George Colmore*, successively, in Tail Male; Remainder to the Use of *Edmund Colmore*, Fourth Son of the said *William Colmore*, for his Life, without Impeachment of Waste, and with free Liberty to commit Waste; Remainder to the said Trustees, and their Heirs, during the Life of the said *Edmund Colmore*, in Trust, to preserve the contingent Remainders; and, after the Decease of the said *Edmund Colmore*, to the Use of the First and every other Son of the said *Edmund Colmore*, successively, in Tail Male, with the Remainder or Reversion, in Fee-simple, to the said *William Colmore*, and his Heirs; and as to, for, and concerning all and singular other the Messuages, Lands, Tenements, Hereditaments, and Premises therein before-mentioned, and which were not limited to the said *Elizabeth*, for her Jointure, to the Use of the said *William Colmore*, for his Life, without Impeachment of Waste, and with full Power to commit Waste; and, after his Decease, to the Use of the said *Thomas Colmore*, for his Life, without Impeachment of Waste, and with free Liberty to commit Waste; Remainder to the said Trustees, and their Heirs, in Trust, to preserve the contingent Remainders; and, after the Decease of the said *Thomas Colmore*, to the Use of the said *Robert Digby* and *William Peyto*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, without Impeachment of Waste, in Trust, by the Ways and Means therein mentioned, for raising such Portions and Maintenance for the younger Children of the said *Thomas Colmore*, as is therein mentioned; Remainder to the Use of the First and every other Son of the said *Thomas Colmore*, successively, in Tail Male; and, for Default of such Issue, to the Use of the said *Charles Colmore*, for his Life, without Impeachment of Waste, and with free Liberty to commit Waste; Remainder to Trustees, and their Heirs, in Trust, to preserve the contingent Remainders; and, after the Decease of the said *Charles Colmore*, to the Use of the First and every other Son of the said *Charles Colmore* successively, in Tail Male; Remainder to the Use of the said *George Colmore*, for his Life, without Impeachment of Waste, and with free Liberty to commit Waste; Remainder to Trustees, and their Heirs, during the Life of the said *George Colmore*, in Trust, to preserve the contingent Remainders; and, after the Decease of the said *George Colmore*, to the Use of the First and every other Son of the said *George Colmore*, successively, in Tail Male; Remainder to the Use of the said *Edmund Colmore*, for his Life, without Impeachment of Waste, and with free Liberty to commit Waste; Remainder to Trustees, and their Heirs, during the Life of the said *Edmund Colmore*, in Trust, to preserve the contingent Remainders; and, after the Decease of the said *Edmund Colmore*, to the Use of the First and every other Son of the said *Edmund Colmore*, successively, in Tail Male; with
Remainder

Remainder to the right Heirs of the said *William Colmore*, for ever ; in which said recited Indenture of Release Quinquupartite, is contained a Power for the said *Thomas Colmore*, during his Life, and for the said *Charles Colmore*, *George Colmore*, and *Edmund Colmore*, respectively, when in Possession of the Premises mentioned to be thereby released, by virtue of the Limitations therein contained, to limit and appoint any Part of the same Premises, not exceeding the yearly Sum or Value of Five hundred Pounds, to any Woman or Women, which they then had married, or should respectively thereafter marry, or take to Wife, for the Life of each such Woman respectively, for her Jointure, and in Bar of her Dower, so as the same should not, by any express Clause or Words therein contained, be freed from Impeachment of Waste ; and so as such Jointure, to be made by the said *Thomas Colmore*, should be subject, and without Prejudice, to the Trusts of the said Term of Five hundred Years therein before limited :

And whereas by Indenture, bearing Date the Eighth Day of *August* One thousand Seven hundred and Forty-five, and made or mentioned to be made between the said *Thomas Colmore* and *Anne Colmore* his Wife, of the one Part ; and *Godfrey Copley*, of *Sprotborough* in the County of *York*, Esquire, of the other Part ; after reciting the aforesaid Indentures of Lease and Release of the Fifteenth and Sixteenth Days of *January* One thousand Seven hundred and Twenty-two, and that the said *William Colmore* and *Elizabeth* his Wife were both since dead, whereby the said *Thomas Colmore* became intitled in Possession to all the said Manor, Messuages, Lands, Tenements, Hereditaments, and Premises contained in the same recited Indentures, and had agreed to limit the Premises therein after-mentioned, being of the Value of Four hundred and Ten Pounds a Year, or thereabouts, to the said *Anne Colmore* his Wife, for her Jointure ; it is witnessed, that the said *Thomas Colmore*, in pursuance of the Power given and reserved to him by the said recited Settlement, and of all other Powers and Authorities enabling him so to do, did limit and appoint, unto the said *Anne Colmore*, the said Manor or Lordship, or reputed Manor or Lordship of *Humfreston* alias *Humfreston*, and all other the Manors, Lands, and Hereditaments of him the said *Thomas Colmore* in the said County of *Salop*, and in the said Parish of *Snitfield* alias *Snitterfield*, in the said County of *Warwick* ; and also all those Ground-Rents, or yearly reserved Rents, issuing out of or for the Houses or Buildings, Grounds and Premises, called *Colmore-street* in *Birmingham* aforesaid, in the said County of *Warwick* ; that is to say, the yearly Sum of Six Pounds, issuing and payable out of the Houses and Premises in the Possession or Occupation of *Mr. Haddock*, his Under-tenants or Assigns, the yearly Sum of Five Pounds, issuing and payable out of the Houses and Premises in the Possession or Occupation of *Mr. Rennison*, his Under-tenants or Assigns ; and the yearly Rent of Four Pounds, issuing and payable out of the Houses and Premises in the Possession or Occupation of *Mr. Whiteman*, his Under-tenants or Assigns ; and all the Houses, Buildings, Grounds, Lands, Hereditaments, and Premises, for or in respect whereof the said Rents were reserved, and payable, and every Part and Parcel thereof, with their and every of their Appurtenances, to hold immediately after the Decease of the said *Thomas Colmore* unto the said *Anne Colmore*, and her Assigns, in case she should survive the said *Thomas Colmore* her Husband, for her Life, for her Jointure, and in Bar of her Dower :

And whereas by Indentures of Lease and Release, bearing Date respectively the Ninth and Tenth Days of *August* One thousand Seven hundred and Forty-five, and made or mentioned to be made between the said *Thomas Colmore*, of the one Part ; and *Anne Colmore*, the Widow and Relict of the said *Charles Colmore*, Son of the said *William Colmore*, of the other Part ; after reciting the said Settlement of the Sixteenth Day of *January* One thousand Seven hundred and Twenty-two ; and that by a Decree in Chancery, made the Sixteenth Day of *July* One thousand Seven hundred and Thirty, it was ordered, that the said *Thomas Colmore* and his Wife, who was Administratrix of her former Husband *Isaac Milner*

the Father, deceased, should pay the Sum of Twelve thousand Nine hundred and Twenty-five Pounds Twelve Shillings and Three-pence Halfpeny, with Interest for the same, from the Fourteenth Day of *March* then last, in Thirds; One Third Part thereof to *Isaac Milner*, the Plaintiff in the Cause; one other Third Part to *Godfrey Milner*, therein named; and the remaining Third Part thereof to the said *Charles Colmore* and *Anne* his Wife; the last-named *Anne*, and the said *Isaac* and *Godfrey Milner*, being all the Children of the said *Isaac Milner* the Father, deceased; and reciting, that the said *William Colmore* and *Elizabeth* his Wife were both long since dead; and that the said *Thomas Colmore* had not any Issue, nor was likely to have any; and that the said *Charles Colmore* was likewise dead, and had left Issue *Charles*, who was very near of full Age, and *Richard*, then living; and also reciting, that, by Indentures of Lease and Release, bearing Date respectively the Fifth and Sixth Days of *June* One thousand Seven hundred and Thirty-eight, the said *Thomas Colmore*, for better securing to the said *Anne Colmore*, Widow, the Payment of the Sum of Four thousand Three hundred and Eight Pounds Ten Shillings and Nine-pence, being her Third Part of the said Twelve thousand Nine hundred and Twenty-five Pounds Twelve Shillings and Three-pence Halfpeny, together with all Arrears of Interest, no Interest having ever been paid for the same, and all accruing Interest for the same, did grant and release all and singular the Premises in the first-recited Settlement comprised, unto and to the Use of the said *Anne Colmore*, Widow, and her Heirs, during the Life of the said *Thomas Colmore*, in Trust, by the Ways and Means therein mentioned, to raise Money to pay and satisfy to her the said *Anne Colmore* her full Third Part of the said Sum of Twelve thousand Nine hundred and Twenty-five Pounds Twelve Shillings and Three-pence Halfpeny, and all Interest due and to grow due for the same; and also reciting, that the said *Anne Colmore*, Widow, since she had been in Possession of the Premises so conveyed to her, had paid to Sir *John Salter*, Knight, and his Partners, Five hundred and Sixty-seven Pounds Fifteen Shillings, due upon and in Discharge of a Mortgage made by the said *Thomas Colmore*, and a Judgment for the same Sum, and that an Assignment of the said Mortgage and Judgment had been made to and for the Use and Benefit of the said *Anne Colmore*; and also reciting, that the said *Thomas Colmore* and *Anne Colmore*, Widow, had settled Accounts between them; and that the said *Thomas Colmore* thereby agreed, that there was justly due and owing by him to the said *Anne Colmore*, Widow, on the Fifth Day of *June* then last past, over and above all Monies received by her out of the Rents of the said Premises, or otherwise, the Sum of Four thousand Four hundred and Seventy-nine Pounds Twelve Shillings and Six-pence Farthing; and also reciting, that the said Two other Third Parts of the said Sum of Twelve thousand Nine hundred and Twenty-five Pounds Twelve Shillings and Three-pence Halfpeny, and all Interest thereon due, still remained due and unsatisfied; and that the said *Isaac Milner* and *Godfrey Milner* were both dead, and their respective Parts of the said Twelve thousand Nine hundred and Twenty-five Pounds Twelve Shillings and Three-pence Halfpeny, and all Interest due thereon, became vested in *Brian Philpot* and *John Philpot*, of London, Merchants, in Trust for the said *Anne Colmore* Wife of the said *Thomas Colmore*, for her sole and separate Use and Disposition, exclusive of her Husband; and that the said *Anne Colmore*, Widow, had agreed with the said *Brian Philpot* and *John Philpot*, and also with the said *Anne Colmore*, the Wife of the said *Thomas Colmore*, for the Purchase of the said Two Thirds of the said Twelve thousand Nine hundred and Twenty-five Pounds Twelve Shillings and Three-pence Halfpeny; so that there was due to the said *Anne Colmore* the Widow, from the said *Thomas Colmore*, the said Sum of Four thousand Four hundred and Seventy-nine Pounds Twelve Shillings and Six-pence Farthing, being the Balance of the said Account as aforesaid; and also the said Two Thirds of the said Sum of Twelve thousand Nine hundred and Twenty-five Pounds Twelve Shillings

ings and Three-pence Halfpeny, and all Interest thereon from the Time of the Master's Report therein referred to ; and that the said *Thomas Colmore* was not able to pay the same, or make her any Satisfaction for or towards Payment thereof, otherwise than by granting and conveying all his Estate and Interest in the Premises, comprised in the said Indentures of Lease and Release, of the Fifteenth and Sixteenth Day of *January* One thousand Seven hundred and Twenty-two, which was of very small Value in respect to the several Debts due from him to her, as aforesaid ; and also reciting, that, at the Instance and Request of the said *Thomas Colmore*, and to the Intent that he might have some Provision for his future Support and Maintenance, the said *Anne Colmore*, Widow, had not only agreed to secure to him One hundred and Forty Pounds a Year for his Life, to commence from *Lady-Day* then last, to be issuing and payable out of the Rents and Profits of the Premises, but had also agreed to pay to or for him the Sum of Four hundred and Eighty-five Pounds Seventeen Shillings and Nine-pence Halfpeny, towards the discharging or compounding of his Debts in a Schedule thereunto annexed, and to pay him the farther Sum of Two hundred and Fifty Pounds ; and that, in order to make Satisfaction for so great a Kindness, and in Consideration thereof, he the said *Thomas Colmore* had agreed to convey absolutely to the said *Anne Colmore*, Widow, her Heirs and Assigns, not only his said Estate for Life in the said Premises, and all his Equity of Redemption therein, but also his Reversion or Remainder in Fee, as Heir at Law to his Father *William Colmore*, deceased, or otherwise, howsoever expectant upon and after the Expiration, Determination, or Extinguishment, of the several Estates for Life, Estates Tail, and other Estates mentioned and created by the said first-recited Settlement, and all other his Estate, Right, Title, and Interest, in Law or Equity, of, in and to the same Premises thereby conveyed and settled ; it is witnessed, that, in Pursuance and Performance of the said Agreement on the Part of the said *Thomas Colmore*, and in Consideration of the Sum of Four thousand Four hundred and Seventy-nine Pounds Twelve Shillings and Six-pence Farthing, so justly due and owing by him to the said *Anne Colmore*, Widow, being the Balance of the said stated Account, and of the Sum of Eight thousand Six hundred and Seventeen Pounds One Shilling and Six-pence, being the other Two Thirds of the said Twelve thousand Nine hundred and Twenty-five Pounds Twelve Shillings and Three-pence Halfpeny, decreed to be paid as aforesaid, and all Interest due thereon, and then due and owing by the said *Thomas Colmore* to the said *Anne Colmore*, Widow, as aforesaid, and in Consideration of the said Annuity, or yearly Sum, of One hundred and Forty Pounds, agreed to be secured to the said *Thomas Colmore* as aforesaid, and also in Consideration of the said Sum of Four hundred and Eighty-five Pounds Seventeen Shillings and Nine-pence Halfpeny, so paid, or agreed to be paid, by the said *Anne Colmore*, Widow, by the Direction of the said *Thomas Colmore*, to the several Persons in the said Schedule mentioned ; and of the Sum of Two hundred and Fifty Pounds, therein mentioned to be paid to him by the said *Anne Colmore*, Widow ; he the said *Thomas Colmore* did grant, bargain, sell, release, and convey, unto the said *Anne Colmore*, her Heirs and Assigns (amongst other Hereditaments therein mentioned), the said Farm called *Colborne-Fields*, and all other the Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, with their and every of their Appurtenances of him the said *Thomas Colmore*, or which he was any way seised or possessed of, interested in, or intitled unto, in Possession, Reversion, or Remainder, by Force or Virtue of the said Indentures of the Fifteenth and Sixteenth of *January* One thousand Seven hundred and Twenty-two, or otherwise howsoever ; and the Reversion and Reversions, Remainder and Remainders, of all and singular the same Premises, and all yearly and other Rents, Services and Profits whatsoever, due or payable, or to become due or payable, upon or by virtue of any Demise, Lease, or Grant, Demises, Leases, or Grants, thentofore made or granted of the aforesaid Premises,

uses, or any Part thereof; and all the Estate, Right, Title, Interest, Trust, Claim, and Demand whatsoever, either in Law or Equity, or otherwise howsoever, of him the said *Thomas Colmore*, of, in or to the same Premises, or any Part or Parcel thereof; to hold unto the said *Anne Colmore*, Widow, her Heirs and Assigns, to the Use of her, her Heirs and Assigns:

And whereas by Indentures of Lease and Release, bearing Date respectively the Second and Third Days of *April* One thousand Seven hundred and Forty-six, the Release being Tripartite, and made or mentioned to be made between the said *Anne Colmore*, Widow, and *Charles Colmore*, her eldest Son and Heir-apparent, of the First Part; *John Heaton*, of *London*, Gentleman, of the Second Part; and *Hutchins Williams*, of *Chichester*, Esquire, of the Third Part; after reciting, that the said *Anne Colmore*, Widow, was seised of the Freehold for the Life of the said *Thomas Colmore*, of and in the Manors, Lands, and Hereditaments therein after-mentioned, with Remainder (subject to such Estate, or Interest for Life, as the said *Thomas Colmore* had limited or appointed to his Wife for her Jointure, in some Parts thereof) to the First and other Sons of the said *Thomas Colmore* successively in Tail Male, with Remainder to the said *Charles Colmore* the Son, and the Heirs Male of his Body, with divers Remainders over; and that the said *Charles Colmore* was desirous to bar the said Estate Tail in himself, and all the Remainders over, but without disturbing the several Estates limited for the Benefit of the Children or Issue of the said *Thomas Colmore*, in case he should ever have any; it is witnessed, that, for effecting the Purposes aforesaid, and for Ten Shillings apiece therein mentioned to be paid to the said *Anne Colmore*, Widow, and *Charles Colmore*, by the said *John Heaton*, they the said *Anne Colmore*, Widow, and *Charles Colmore* the Son, did grant, release, and convey, all and every the Manors, Messuages, Farms, Lands, Tenements, and Hereditaments comprised in the said Indentures of Lease and Release of the Ninth and Tenth Days of *August* One thousand Seven hundred and Forty-five, and thereby granted and conveyed, by the said *Thomas Colmore*, to and to the Use of the said *Anne Colmore*, Widow, and her Heirs, expectant upon and after the Determination of the several Estates therein mentioned, with their and every of their Appurtenances, unto the said *John Heaton*, and his Heirs, during the Life of the said *Thomas Colmore*, to the Intent the said *John Heaton* might become Tenant of the Freehold of the same Premises, so that Two or more common Recoveries might be suffered thereof, wherein the said *Charles Colmore* was to be vouched; and which said Recoveries were thereby declared to enure, as to Part of the same Premises, to the Use of the said *Anne Colmore*, Widow, and her Heirs; and as to the rest of the Premises, in which Part the Lands to be affected by this present Act are contained, to the Use of her and her Assigns, during the Life of the said *Thomas Colmore*; and, after his Death, in case the said *Anne Colmore*, Widow, should survive him, then for securing to her, during the joint Lives of herself and the said *Anne Colmore*, Wife of the said *Thomas Colmore*, the yearly Sum of One hundred Pounds, free from Taxes; and also for securing to the said *Anne Colmore*, Widow, the yearly Sum of Two hundred Pounds, after the Deceases of the Survivor of them the said *Thomas Colmore* and *Anne* his Wife; with such Powers of Entry and Distress upon and Perception of the Rents and Profits of the same Premises, for the better and more effectually securing and recovering the said Annuities as are therein mentioned; and, subject to the said several Annuities, and the Remedies and Powers afore-mentioned, to the Use of the said *Charles Colmore* for his Life, without Impeachment of Waste; Remainder to a Trustee, to preserve the contingent Remainders; and, after the Decease of the said *Charles Colmore*, to the Use of the said *John Heaton*, his Executors, Administrators, and Assigns, for the Term of One thousand Years, upon Trust for raising Portions for the younger Children of the said *Charles Colmore* in manner therein mentioned; and, from and after the Determination of the said Term of One thousand Years, to the Use of the First and every other Son of the said *Charles Colmore* successively in Tail Male;

Male ; Remainder to the said *Hutchins Williams*, his Executors, Administrators, and Assigns, for the Term of Twelve hundred Years, upon Trust, to raise Portions for the Daughter or Daughters of the said *Charles Colmore*, in case of Failure of Issue Male, as therein mentioned ; and, after the Determination of the said Term of Twelve hundred Years, to the Use of the said *Richard Colmore*, and his Assigns, for his Life, without Impeachment of Waste ; Remainder to the Use of the said *John Heaton*, and his Heirs, during the Life of the said *Richard Colmore*, in Trust, to preserve the contingent Remainders ; and, after the Decease of the said *Richard Colmore*, to the Use of the said *John Heaton*, his Executors, Administrators, and Assigns, for the Term of Fifteen hundred Years, upon Trust, to raise Portions for the younger Children of the said *Richard Colmore*, in manner therein mentioned ; and, after the Determination of the said Term of Fifteen hundred Years, and subject thereto, to the Use of the First and every other Son of the said *Richard Colmore* successively in Tail Male ; Remainder to the Use of all and every the Daughter and Daughters of the said *Richard Colmore*, Share and Share alike, as Tenants in common, and the Heirs of the Body and Bodies of such Daughter and Daughters respectively ; with cross Remainders over, in case of the Death of any of the said Daughters, without Issue, for the Benefit of the Survivors of them, and the Heirs of the Bodies of such Survivors respectively ; and, in Default of such Issue, to the Use, Intent, and Purpose, that *Edmund Colmore*, herein before-named, might have and receive, during his Life, by and out of the Premises, and annual Rent or yearly Sum of Three hundred Pounds, of lawful Money of *Great Britain*, free from Taxes, and by quarterly Payments ; with such Powers of Entry and Distress upon and Perception of the Rents and Profits of the same Premises, for the better and more effectually securing and recovering the said Rent-charge, as are therein mentioned, and subject to the said Rent-charge, and the several Remedies afore-mentioned, for Recovery thereof, to the Use of the said *Anne Colmore*, Widow, her Heirs and Assigns for ever : In which said Indenture of Release is contained a Power or Proviso in the Words, or to the Effect, following ; that is to say, Provided also, and it is hereby further declared and agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said *Anne Colmore*, Party hereto, at any time or times hereafter, during the Life of the said *Thomas Colmore*, and for the said *Charles Colmore* and *Richard Colmore*, and all and every other Person and Persons, who shall or may be intitled to the Freehold of the said Premises, when and as they shall respectively come into and be in Possession thereof, by Indenture under her, his, or their Hand or Hands and Seals, to grant, demise, or lease, all and singular the Lands and Hereditaments herein before limited, and mentioned to be situate in the Parish of *Birmingham* aforesaid, in the said County of *Warwick*, or in any other Parish or Place thereunto near adjoining, to any Person or Persons, for the Life or Lives of any Person or Persons, not exceeding Three Lives in being at a Time, or for any Term or Number of Years, not exceeding One hundred and Twenty Years from the Making thereof, to commence in Possession, and not in Reversion or Remainder, so as the same Premises last-mentioned be granted and demised for such Life or Lives, or long Term or Number of Years, in order to be built upon, or otherwise lastingly improved ; and so as, upon every such Lease, there be reserved and made payable, during the Continuance thereof, the greatest or best yearly Ground-Rent or Ground-Rents, payable quarterly or half-yearly, that can be reasonably had for the same, without taking any Sum or Sums of Money, or other Thing, by way of Fine or Income, for or in respect thereof ; and so as no Person or Persons, to whom any such Lease or Leases shall be granted, shall be made dispunishable of Waste by any express Words to be contained therein ; and so as in every such Lease there be contained a Clause of Re-entry, for Nonpayment of the Rent or Rents to be thereby reserved, and all other usual and necessary Covenants in such Leases, for the Improvement of the

C

Ground

Ground and Premises so demised; and so as the Lessee and Lessees, to whom such Lease and Leases shall be made, do seal and deliver Counterparts thereof:

And whereas a common Recovery was accordingly had and suffered of the Premises in the County of *Warwick*, a great Part whereof lies within the Parishes of *Saint Martin's* and *Saint Philip's* in the Town of *Birmingham*, a Place of great Trade and Resort, where the Buildings and Inhabitants have, of late Years, continued to increase; and there are frequent Opportunities, by granting Building-Leases, to improve the said Estate, and greatly augment the yearly Income thereof; and the Clause and Power of Leasing, contained in the last-mentioned Settlement, was calculated for that Purpose:

And whereas the said *Thomas Colmore* is above the Age of Fifty-eight Years, and the said *Anne Colmore* his Wife is about the Age of Sixty Years; And although the said *Thomas Colmore* hath no Issue; Yet as there is a Possibility of Issue, and the said Power cannot bind or affect any Son of the said *Thomas Colmore*, that may hereafter be born, without the Aid of an Act of Parliament; and few Persons would be willing to build upon any Part of the Premises, under a Lease liable to be defeated or avoided upon that Contingency; and as the making such Leases will be a great Improvement of the said Estate, and a manifest Advantage to all the Persons that can be intitled to the Freehold and Inheritance thereof, for the Time being:

Therefore Your Majesty's most dutiful Subjects, the said *Anne Colmore*, Widow, and *Charles Colmore*,

Most humbly beseech Your Most Excellent MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's Most Excellent MAJESTY, by and with the Advice and Consent of the Lord's Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said *Anne Colmore*, Widow, her Heirs and Assigns, at any time or times hereafter, during the Life of the said *Thomas Colmore*, by Indenture or Indentures, under Hand and Seal, to demise, lease, or grant all or any Part or Parts of the Messuages, Tenements, Ground, and Hereditaments herein before-mentioned to be situate, lying, and being in the said Parishes of *Saint Martin's* and *Saint Philip's*, or either of them, in the Town of *Birmingham* aforesaid, in the said County of *Warwick* (other than and except such of them as are limited to the said *Anne Colmore*, the Wife of the said *Thomas Colmore*, for her Life as aforesaid), unto any Person or Persons who shall be willing to build upon the same, for any Term or Number of Years not exceeding One hundred and Twenty Years, to take Effect in Possession, and not in Reversion; so as such Grant or Lease be made in order for the Premises to be built upon, or otherwise lastingly improved, and so as, in every such Lease or Leases so to be made, there be reserved, and made payable, quarterly or half-yearly, during the Continuance of the Terms thereby to be granted, the best and most improved yearly Ground Rent or Rents, that, at the Time of the making such Leases respectively, can be reasonably had or gotten for the same, without taking any Sum of Money, or other Thing, by way of Fine, Income, or Foregift; and so as the respective Lessees to whom such Leases shall be made, execute Counterparts thereof, and enter into Covenants to build, and keep in Repair, the Messuages, Erections and Buildings intended and agreed to be erected and built upon the Ground there, to be leased respectively; and so to leave the same at the End of the Term or Terms in such Leases respectively to be granted; and so as in every such Lease or Leases there be contained proper Conditions of Re-entry, for Non-payment of the Rent or Rents thereby respectively to be reserved.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That all and every such Lease and Leases, so to be made of the Premises, in pursuance

pursuance of this Act, shall be as good, valid, binding, and effectual in the Law, to all Intents and Purposes, as if the said *Anne Colmore*, Widow, her Heirs or Assigns, so making and executing the same respectively, was or were seized of the Premises in and by such Leases respectively to be granted and demised in Fee-simple in Possession.

Provided nevertheless, and it is hereby Enacted and Declared, That the Rent or Rents to be reserved on every such Lease and Leases to be made in pursuance of this Act, shall go, enure, and belong unto, and for the Benefit of the Person or Persons who, for the Time being, by virtue of the Limitations contained in the said several Settlements respectively, shall be intitled to the Freehold or Inheritance of the Premises immediately expectant on the Determination of such Leases respectively; any thing herein contained to the contrary thereof, in any wise notwithstanding.

Provided also, and it is hereby further Enacted and Declared, by the Authority aforesaid, That nothing in this present Act contained, shall be deemed, construed, or taken, either to establish or confirm, or to invalidate, prejudice, or impeach all or any the Accompts, Settlements or Conveyances herein before-mentioned or referred to, or any Article or Clause contained in such Accompts, Settlements, or Conveyances, or any of them, or either to give, establish or confirm, or to prejudice, impeach or defeat any Right, Title or Interest, which the said *Thomas Colmore* or his Issue, may set up, or claim or insist to have in or to the Freehold Inheritance or Reversion of the Premises herein before-mentioned; but that all and every such Accompts, Settlements and Conveyances shall be and remain of the same Force and Effect, as the same would and ought to have been, in case this present Act had not been made, and no other; Except only as to the Power of making Leases, herein inserted and contained, which in all Events is to be effectual and established, by Force of this present Act.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her and their respective Heirs, Successors, Executors, and Administrators (Other than and except the said *Anne Colmore*, Widow, and her Heirs and Assigns, and all and every Person or Persons claiming or to claim by virtue of or under any of the Settlements or Conveyances herein before respectively recited, any Estate, Right, Title or Interest, of, in, to, or out of the Lands, Grounds, Hereditaments and Premises to be comprised in any Lease or Leases to be made in pursuance of this Act), All such Estate, Right, Title, Interest, Claims, and Demands, of, in, to, and out of the Premises so to be leased as aforesaid, or any Part thereof, as they, every or any of them, had before the making this present Act, or could or might have had, held, or enjoyed, in case the same had never been made.

An ACT to empower Anne
Colmore, Widow, and her
Assigns, during the Life of
Thomas Colmore, Merchant,
to make Building-Leases of
Lands, in or near Berming-
ham in the County of War-
wick.

[1747.]

*

Am ACT to empower Anne